

## **GENERAL CONDITIONS HUMANICATION B.V.**

### **Article 1. General**

1. These general conditions apply to all agreements regarding participation in or request for a course, training or any other form of education, or advice in the broadest sense of the word, referred to as 'trainings' from hereon, with Humanication B.V., referred to as 'Humanication' from hereon.
2. Any deviation from these conditions is only binding if it is confirmed in writing by the managing director of Humanication.

### **Article 2. Creation of the agreement**

1. The agreement between Humanication and the participant is created by:
  - a. Signature of the participant on the applicable application or registration form;
  - b. Registration or request for training by the participant through email or website or;
  - c. Written confirmation of the registration or request for training by phone, by Humanication to the participant.
2. The participant agrees to the general conditions of Humanication by signing the application or registration form.

### **Article 3. Cancellation/ Suspension/ Move**

1. The participant has the right to cancel the training without any costs up to 5 working days prior to the start of the training.
2. The participant has the right to cancel or postpone the training within 5 working days prior to the start of the training provided that the participant is required to pay 100% of the registration fee.
3. Humanication has the right to cancel the training or the participant participation, in which the participant has the right to reimbursement of the total amount that was payed to Humanication.
4. Humanication has the right to deny the participant access to the training or to postpone or cancel the execution of an assignment, if the participant has failed to meet the payment commitment.
5. In case a training cannot take place on the planned dates, the participants will be informed within 24 (twenty-four) hours prior to the start of the training. New dates will be set in consultation with the participant.
6. In case the participant cannot participate in the training on the planned dates, he has the right to register for a different training, respecting paragraph 1 of this section (3.1).
7. In case a participant withdraws from the training, he has no right to reimbursement, unless explicitly agreed otherwise.

### **Article 4. Prices and payment**

1. The participation fee must be paid prior to the start of the training, unless explicitly agreed otherwise.
2. The prices of the trainings are mentioned on the website of Humanication. Prices are mentioned in euros and including VAT. These prices are binding. Humanication has the right to change prices at any time, provided that the then current price remains unchanged after confirmation of a training.
3. The method of payment must be indicated on the registration form. If not paid in due time, the participant will owe a delay interest of 1% per month from the due date. In addition, if the collection of the due payment is to be transferred to third parties, all costs incurred, both judicial and extrajudicial, will be payed by the participant. The participant will be held liable for the payment of the participation fee at all times.

### **Article 5. Intellectual property**

The copyright of the brochures, project materials and training materials published by Humanication is owned by Humanication, unless a different copyright owner is specified on the material itself. The trainee is not allowed to publish, multiply or disclose anything from materials with Humanication copyright, without the explicit written approval of the managing director of Humanication.

### **Article 6. Liability**

1. Humanication accepts liability against the trainee for damage that has been caused by an accountable inadequacy of Humanication when executing the agreement, though only when covered by the liability insurance and if the insurance company makes payment.
2. Humanication is not liable for what the trainee does with the gained knowledge after the training.
3. Humanication is not liable for any damage the trainee has suffered as a result of the cancellation of the training.

### **Article 7. Forum and applicable law**

1. Dutch law applies to any agreement between Humanication and a trainee.
2. In case of disputes arising from agreements with Humanication, the parties will try to resolve them by means of mediation in accordance with the rules and regulations in force of the Dutch Mediation Institute in Rotterdam.
3. If it has not been possible to resolve a dispute as described above with the aid of mediation, this dispute will be settled by the Amsterdam District Court, except where compelling rules of relative competence will prevent this choice.